

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

Debtor(s) David F Moisdon
dba A Bit of Paradise

Case No: 6:17-bk-02170-KSJ

[# AMENDED (if applicable)] CHAPTER 13 PLAN

CHECK ONE:

_____ Debtor¹ certifies that the Plan does not deviate from the model plan adopted by the Court at the time of the filing of this case. Any nonconforming provisions are deemed stricken.

X The Plan contains provisions that are specific to this Plan in paragraph 9, Nonconforming Provisions. Any nonconforming provision not set forth in paragraph 9 is deemed stricken.

1. **MONTHLY PLAN PAYMENTS.** Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payment under the plan and may cause an increased distribution to the unsecured class of creditors:

- (A) \$ 2067 for months 1 through 1
(B) \$ 2500 for months 2 through 23
(C) \$ 2300 for months 24 through 60

To pay the following creditors:

2. **ADMINISTRATIVE ATTORNEY'S FEES.**

Base Fee \$ 7000 Total Paid Prepetition \$ 0 Balance Due \$ 7000

Estimated Additional Fees Subject to Court Approval \$ _____

Attorney's Fees Payable through Plan \$ 304 Monthly (subject to adjustment)

¹ All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

3. **PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).**

Last 4 Digits of Acct No.	Creditor	Total Claim
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4. **TRUSTEE FEES.** Trustee shall receive a fee from each payment received, the percentage of which is fixed periodically by the United States Trustee.

5. **SECURED CLAIMS.** Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments.

(A) Claims Secured by Real Property Which Debtor Intends to Retain/ Mortgage Payments and Arrears, if any, Paid through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last 4 Digits of Acct No.	Creditor	Collateral Address	Reg. Mo. Pmt.	Gap Pmt.	Arrears
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(B) Claims Secured by Real Property/Debtor Intends to Seek Mortgage Modification. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee, calculated at the lesser of 31% of Debtor's gross monthly income from all sources listed on Schedule I, minus homeowner association fees or the normal monthly contractual mortgage payment:

Last 4 Digits of Acct. No.	Creditor	Collateral Address	Pmt. Amt. (at 31% or Contract Amt.)
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5094	Bayview Loan	7785 S US 1 Hwy, Titusville, FL 32780	\$1860 (31%)
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(C) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES. Under 11 U.S.C. § 1322(b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt. Value	Pmt.	Interest @ ____%
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(D) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY. Claims of the following secured creditors shall be paid in full with interest at the rate set forth below as follows:

Last 4 Digits of Acct No.	Creditor	Collateral Desc./Address	Claim Amt.	Pmt.	Interest @ ____%
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5897	TMX Finance	1994 GMC	\$1,000	\$85.84	5.5%

(E) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearages, if any, with All Payments in Plan.

Last 4 Digits of Acct No.	Creditor	Collateral Description	Regular Payment	Arrearages
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(F) Secured Claims/Lease Claims Paid Direct by Debtor. The following secured claims/lease claims are being made via automatic debit/draft from Debtor's depository account and are to continue to be paid direct to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights. (Note: The Plan must provide for the assumption of lease claims that Debtor proposes to pay direct in the Lease/Executory Contract Section 6 below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral
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9163	Countrywide/Shellpoint Mtg	7765 Highway 1 S Titusville, FL 32780

(G) **Liens to be Avoided per 11 U.S.C. § 522/Stripped Off per 11 U.S.C. § 506.** A separate motion to avoid a lien under § 522 or to determine secured status and to strip a lien under § 506 must be filed.

Last 4 Digits of Acct No.	Creditor	Collateral Description/Address
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(H) **Surrender of Collateral/Leased Property.** Debtor will surrender the following collateral/leased property. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. (Note: The Plan must provide for the rejection of lease claims in the Lease/Executory Contract section below.)

Last 4 Digits of Acct No.	Creditor	Property/Collateral to be Surrendered
Unknown	Aarons	Refrigerator

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(I) **Other Secured Claims.** Debtor does not intend to make payments to the following secured creditors. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor with respect to these creditors. Debtor's state law contract rights and defenses are neither terminated nor abrogated.

6. LEASES/EXECUTORY CONTRACTS.

Last 4 Digits of Acct No.	Creditor	Property	Assume/Reject-Surrender	Est. Arrears
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7. **GENERAL UNSECURED CREDITORS.** General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$ 5892.15 _____.

8. ADDITIONAL PROVISIONS:

- (A) Unless otherwise ordered, secured creditors, whether or not dealt with under the Plan, shall retain the liens securing such claims:
- (B) Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
- (C) Property of the estate (check one)*

(1) _____ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise; or

(2) _____ shall vest in Debtor upon confirmation of the Plan.

*If Debtor fails to check (1) or (2) above, or if Debtor checks both (1) and (2), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

- (D) The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. The Trustee shall only pay creditors with filed and allowed proof of claims. An allowed proof of claim will control, unless the Court orders otherwise.
- (E) The Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
- (F) Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing agency to apply a refund to the following year's tax liability. **Debtor shall spend no tax refunds without prior court approval.**

9. **NONCONFORMING PROVISIONS:** \$50 monthly monitoring fee will be paid to the Debtor's Attorney post confirmation


Debtor

Dated: 5-1-17

filing date		6/8/2015										
1st pmt date		7/8/2015				10.0%						
		Unsecured			Debtor Pmt	Tee Fee	Bayview - 1st mtg 7785 S US Hwy 1	Countrywide/Shellpoint 7765 S US Hwy 1		Atty Fees	Car 1 - GMC TMX Financial of FL	Mediator Fee
plan term	60	60										
7/8/2015	1	\$0.30	1 at		\$2,067.00	\$206.70	\$1,860.00	DIRECT		\$0.00	\$0.00	DIRECT
8/8/2015	2	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
9/8/2015	3	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
10/8/2015	4	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
11/8/2015	5	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
12/8/2015	6	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
1/8/2016	7	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
2/8/2016	8	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
3/8/2016	9	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
4/8/2016	10	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
5/8/2016	11	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
6/8/2016	12	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
7/8/2016	13	\$0.16			\$2,500.00	\$250.00	\$1,860.00			\$304.00	\$85.84	
8/8/2016	14	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00	\$85.84	
9/8/2016	15	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
10/8/2016	16	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
11/8/2016	17	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
12/8/2016	18	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
1/8/2017	19	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
2/8/2017	20	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
3/8/2017	21	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
4/8/2017	22	\$0.00			\$2,500.00	\$250.00	\$1,860.00			\$340.00		
5/8/2017	23	\$48.00	22 at		\$2,500.00	\$250.00	\$1,860.00			\$292.00		
6/8/2017	24	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
7/8/2017	25	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
8/8/2017	26	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
9/8/2017	27	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
10/8/2017	28	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
11/8/2017	29	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
12/8/2017	30	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
1/8/2018	31	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
2/8/2018	32	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
3/8/2018	33	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
4/8/2018	34	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
5/8/2018	35	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
6/8/2018	36	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
7/8/2018	37	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
8/8/2018	38	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
9/8/2018	39	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
10/8/2018	40	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
11/8/2018	41	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
12/8/2018	42	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
1/8/2019	43	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
2/8/2019	44	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
3/8/2019	45	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
4/8/2019	46	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
5/8/2019	47	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
6/8/2019	48	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
7/8/2019	49	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
8/8/2019	50	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
9/8/2019	51	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
10/8/2019	52	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
11/8/2019	53	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
12/8/2019	54	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
1/8/2020	55	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
2/8/2020	56	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
3/8/2020	57	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
4/8/2020	58	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
5/8/2020	59	\$160.00			\$2,300.00	\$230.00	\$1,860.00					
6/8/2020	60	\$160.00	37 at		\$2,300.00	\$230.00	\$1,860.00					
receiving		\$5,970.22			\$142,167.00	\$14,216.70	\$111,600.00			\$7,000.00	\$1,030.08	
total unsec.		\$5,892.15										
		101%										

[illegible]

**UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

In Re:

David F Moisdon
Dba A Bit of Paradise

Chapter: 13

Case No. 6:17-bk-02170-KSJ

Debtor (s).

_____ /

CERTIFICATE OF SERVICE FOR CHAPTER 13 PLAN

COMES NOW, the undersigned counsel hereby certifies that copies of the Chapter 13 Plan have been furnished by regular U.S. Mail or electronically via ECF to Laurie K Weatherford, PO Box 3450, Winter Park, FL 32790; United States Trustee, George C Young Federal Building, 400 West Washington Street, Suite 1100, Orlando, FL 32801, Debtor David F Moisdon, dba A Bit of Paradise, 7785 South US 1 Hwy, Titusville, FL 32780; and to all parties on the attached creditor matrix, this 1st of May, 2017.

By: /s/ Wayne B. Spivak
Wayne B. Spivak, Esq.
Florida Bar No. 38191
Justin Clark & Associates, PLLC
Attorney for Debtor
500 Winderley Place, Unit 100
Maitland, FL 32751
Tel: 321-282-1055
Fax: 321-282-1051
Email: wspivak@youhavepower.com

Label Matrix for local noticing
113A-6
Case 6:17-bk-02170-KSJ
Middle District of Florida
Orlando
Mon May 1 16:48:00 EDT 2017

Bayview Loan Servicing, LLC
c/o Brian R. Kopelowitz, Esquire
One West Las Olas Boulevard
Suite 500
Fort Lauderdale, FL 33301-1928

David F. Moirson
7785 South US 1 Hwy
Titusville, FL 32780-8119

Aarons
2920 Cheney Hwy
Titusville, FL 32780-5972

Acct Resolution Specialist
PO Box 459079
Sunrise, FL 33345-9079

Bayview Loan Servicing, LLC
4425 Ponce de Leon Blvd., 5th Floor
Coral Gables, FL 33146-1837

Brevard County Tax Collector
Attn: Honorable Lisa Cullen, CFC
Post Office Box 2500
Titusville FL 32781-2500

Capital One Bank
P.O. Box 71083
Charlotte, NC 28272-1083

Countrywide/Shellpoint Mtg
PO Box 740039
Cincinnati, OH 45274-0039

Credit One Bank
P.O. Box 98873
Las Vegas, NV 89193-8873

Credit Protection Assoc
PO Box 802068
Dallas, TX 75380-2068

Debt Free LLC
4737 N Ocean Drive #120
Fort Lauderdale, FL 33308-2920

Florida Department of Revenue
Bankruptcy Unit
Post Office Box 6668
Tallahassee FL 32314-6668

Internal Revenue Service
Post Office Box 7346
Philadelphia PA 19101-7346

Justin Clark & Associates
500 Winderley Pl. Suite 100
Maitland, FL 32751-7406

Online Collections
PO Box 1489
Winterville, NC 28590-1489

Republic Bank (elastic)
200 S 7th St
Louisville, KY 40202-2739

Simm/Associates
800 Pencader Drive
Newark, DE 19702-3354

Spectrum
c/o Credit Protection Assoc
PO Box 9035
Addison, TX 75001-9035

TMX Finance of FL
DBA Instaloan
3100 E Colonial Dr
Orlando, FL 32803-5108

Wells Fargo Bank Card
MAC F82535-02f
PO Box 10438
Des Moines, IA 50306-0438

Laurie K Weatherford +
Post Office Box 3450
Winter Park, FL 32790-3450

United States Trustee - ORL7/13 7+
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2210

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Brian R Kopelowitz +
Kopelowitz Ostrow
One West Las Olas Blvd., Suite 500
Fort Lauderdale, FL 33301-1928

Note: Entries with a '+' at the end of the
name have an email address on file in CMECF

(u) Karen S. Jennemann
Orlando

End of Label Matrix

Mailable recipients	25
Bypassed recipients	1
Total	26